

RECORDATION NO. 25488-B **FEB**

MAR 07 '05 12:48 PM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

March 4, 2005

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of an Amendment No. 1 to Railcar Lease Agreement, dated as of February 15, 2005, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease (and the Assignment thereof) being filed with the Board under Recordation Number _____.

The names and addresses of the parties to the enclosed document are:

Lessor: Compass Rail V Corporation
750 Battery Street
Suite 430
San Francisco, CA 94111

Lessee: Public Belt Railroad Commission
for the City of New Orleans
4822 Tchoupitoulas Street
New Orleans, LA

Mr. Vernon A. Williams
March 4, 2005
Page Two

A description of the railroad equipment covered by the enclosed document is:

40 boxcars whose reporting marks and road numbers are being changed from SLGG (within the series 16004 -16156) to NOKL within the series 537804 – 537956.

A short summary of the document to appear in the index follows:

Amendment No. 1 to Railcar Lease Agreement,

Also enclosed is a check in the amount of \$32.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of each of the enclosed documents to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/anm
Enclosures

MAR 07 '05 12:48 PM

Amendment No. 1 to
Railcar Lease Agreement and Related Documents SURFACE TRANSPORTATION BOARD

This Amendment No. 1 to Railcar Lease Agreement and Related Documents (this "Amendment No. 1") is by and between **Compass Rail V Corporation** ("Rail V") and **Public Belt Railroad Commission for the City of New Orleans** ("NOPB") and effective as of February 15, 2005.

WITNESSETH

NOPB, as Lessee, and ATEL Cash Distribution Fund IV, L.P. ("ATEL"), as Lessor, entered into that certain Master Lease Agreement dated as of November 1, 2004 (the "Master Lease") and Schedule No. 1 thereto dated as of November 1, 2004 ("Schedule 1"). Each capitalized term not otherwise defined herein have the same meaning specified therefor in the Master Lease and Schedule 1.

ATEL assigned all its rights and obligations under the Master Lease and Schedule 1 to Rail V effective as of December 31, 2004, as a result of which Rail V is now Lessor under the Master Lease and Schedule 1.

Exhibit A to Schedule 1 (the "Exhibit Schedule") and the schedule of Cars accepted under the Certificate of Acceptance which is Exhibit B to Schedule 1 (the "CofA Schedule") each include forty (40) Cars. The Car bearing mark SLGG 016092 was not delivered to and accepted by NOPB under the Master Lease and appears on the Exhibit Schedule and the CofA Schedule in error. A Car bearing mark SLGG 016123 was in fact delivered to and accepted by NOPB under the Master Lease and should have been included on the Exhibit Schedule and the CofA Schedule.

AGREEMENT

Now, therefore, in consideration of the foregoing, Rail V and NOPB hereby agree as follows:

1. The Car bearing mark SLGG 016123 is hereby subject to the Master Lease for all purposes effective as of November 1, 2004. The Car bearing mark SLGG 016092 is hereby no longer subject to the Lease effective as of November 1, 2004. The Master Lease is hereby amended accordingly as of such date.
2. The Exhibit Schedule and the CofA Schedule are each hereby amended by deleting therefrom all references to the Car bearing mark SLGG 016092 and including thereupon the Car bearing mark SLGG 016123, such amendments effective as of November 1, 2004.
3. The Memorandum of Lease relating to the Master Lease and Schedule 1 and effective as of November 1, 2004 which has been filed with the Surface Transportation Board (the "Memorandum of Lease") shall be and hereby is amended by deleting Exhibit A therefrom and substituting Exhibit A to this Amendment No. 1.
4. A duly executed and notarized copy of this Amendment No. 1 shall be filed with the Surface Transportation Board for the purpose of satisfying the requirements of recordation with the United States Department of Transportation Surface Transportation Board under 49 U.S.C. Section 11301.

IN WITNESS WHEREOF, Rail V and NOPB have caused this Amendment No. 1 to be duly executed all as of the date first above written, and the undersigned hereby declare pursuant to 28 U.S.C. Section 1746 under penalty of perjury that the foregoing is a true and correct document and was executed on the date indicated below their signatures.

LESSOR:

Compass Rail V Corporation

By: [Signature]
Title: _____
Dated: _____



State of California)
County of San Francisco)

On this 15 day of February, 2005, before me personally appeared Stephen Beneman, to me personally known, who being by me duly sworn says that such person is President of Compass Rail IV Corporation, that the foregoing Amendment No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Signature]
Notary Public
My commission expires 9/3/05

LESSEE:

Public Belt Railroad Commission for the City of New Orleans

By: [Signature]
Title: General Manager
Dated: February 22, 2005

State of Louisiana)
Parish of Orleans)

On this 22 day of February, 2005, before me personally appeared Jim Bridger, to me personally known, who being by me duly sworn says that such person is Gen. Mgr. of Public Belt Railroad Commission for the City of New Orleans, that the foregoing Amendment No. 1 was signed on behalf of said Commission with due authority, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said Commission.

Susan D. Hainey
Notary Public #67641
My commission ~~expires~~ is for life.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Francisco

} ss.

On

2/15/05

Date

, before me,

Michelle Chan, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Stephen Bieneman

Name(s) of Signer(s)

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Michelle Chan

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Exhibit A to
Amendment No. 1 to
Railcar Lease Agreement and Related Documents

Amended Schedule A to
Memorandum of Lease

NOPB Boxcars

50-foot, 70-ton double-door boxcars

<u>Old Number</u>			<u>New Number</u>		
1	SLGG	16004	NOKL	537804	
2	SLGG	16005	NOKL	537805	
3	SLGG	16006	NOKL	537806	
4	SLGG	16007	NOKL	537807	
5	SLGG	16016	NOKL	537816	
6	SLGG	16019	NOKL	537819	
7	SLGG	16021	NOKL	537821	
8	SLGG	16023	NOKL	537823	
9	SLGG	16029	NOKL	537829	
10	SLGG	16042	NOKL	537842	
11	SLGG	16049	NOKL	537849	
12	SLGG	16051	NOKL	537851	
13	SLGG	16053	NOKL	537853	
14	SLGG	16056	NOKL	537856	
15	SLGG	16057	NOKL	537857	
16	SLGG	16068	NOKL	537868	
17	SLGG	16069	NOKL	537869	
18	SLGG	16071	NOKL	537871	
19	SLGG	16074	NOKL	537874	
20	SLGG	16079	NOKL	537879	
21	SLGG	16083	NOKL	537883	
22	SLGG	16087	NOKL	537887	
23	SLGG	16096	NOKL	537896	
24	SLGG	16097	NOKL	537897	
25	SLGG	16099	NOKL	537899	
26	SLGG	16106	NOKL	537906	
27	SLGG	16110	NOKL	537910	
28	SLGG	16114	NOKL	537914	
29	SLGG	16118	NOKL	537918	
30	SLGG	16122	NOKL	537922	
31	SLGG	16123	NOKL	537923	
32	SLGG	16124	NOKL	537924	
33	SLGG	16127	NOKL	537927	
34	SLGG	16128	NOKL	537928	
35	SLGG	16132	NOKL	537932	
36	SLGG	16137	NOKL	537937	
37	SLGG	16142	NOKL	537942	
38	SLGG	16147	NOKL	537947	
39	SLGG	16155	NOKL	537955	
40	SLGG	16156	NOKL	537956	